

UPON RECORDING RETURN TO:

Chicago Title Insurance Company
2001 Bryan Street, Suite 1700
Dallas, Texas 75201
Attn: Ms. Kerri Majors
214-965-1672

WARRANTY DEED

LONE STAR STEAKHOUSE & SALOON OF MISSISSIPPI, INC., a Mississippi corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto DISPROPCO, LLC, a Delaware limited liability company ("Grantee"), having an address of 2711 N. Haskell Avenue, Suite 1800, Dallas, Texas 75204, Attn: Legal Department, (i) all that real property situated in the County of DeSoto, State of Mississippi, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, (ii) together with all improvements and related amenities located in and on such real property, (iii) easements, if any, benefiting such real property, and (iv) all rights and appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

This Deed is made and accepted expressly subject to (i) any and all matters of record affecting the Property but only to the extent that the same are applicable and validly exist with respect to the Property; (ii) taxes and assessments by any taxing authority for the year 2009, and subsequent years; (iii) all zoning ordinances affecting the Property; and (iv) any and all matters which would be disclosed by a current, accurate survey or visual inspection of the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property as follows:

(1) unto Grantee's successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and subject to the Permitted Exceptions; and

(2) unto Grantee and only unto Grantee and not its successors or assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the Permitted Exceptions and the limitations set forth hereinafter.

The warranties of Grantor contained in (1) above are special warranties of title and Grantor shall have full liability, to the extent permitted by law, to Grantee's successors and assigns in the event of any breach or default by Grantor of its special warranties for matters arising by, through or under Grantor, but not otherwise. In the event the matter giving rise to a claim of a breach or default by Grantor of its warranties relates to incidents arising other than by, through or under Grantor, then Grantor shall have liability to Grantee (and only Grantee and not its successors or assigns); provided, notwithstanding anything to the contrary expressed or implied: (i) elsewhere herein, (ii) in any statute, (iii) in words of conveyance, (iv) at law, or (v) in equity or otherwise, in the event of any breach or default by Grantor of its warranties to Grantee contained in (2) above, recovery against Grantor, its successors and assigns with respect to any and all damages sustained or incurred by Grantee (and only Grantee and not its successors or assigns) shall be limited to the aggregate amount actually recovered by Grantor, its successors and assigns under the owner's policy or policies of title insurance existing as of the date of this Warranty Deed, if any, benefiting Grantor and covering the Property or any portion thereof (collectively, the "Policy") (excluding any amounts paid directly by the issuing title insurance company to cure any such breach or default). However, Grantor shall be allowed to retain from such recovery an amount equal to the amount of all expenses and costs paid or incurred by Grantor, its successors and assigns, in connection with the defense of the claim of any such breach or default including, but not limited to, attorneys' fees. Nothing herein is intended or shall be deemed to limit the rights and remedies of Grantor under the Policy.

The warranties of Grantor contained in (2) above as to matters not arising by, through or under Grantor shall be personal to the Grantee and are not for the benefit of any successor, trustee or receiver of Grantee, or any other party other than Grantee. The rights and benefits of Grantee relative to the warranties contained in (2) above may not be transferred or reassigned by Grantee and shall not run with the land so as to benefit any successor in the chain of title to the Property, subsequent to the ownership of the Property by Grantee. Nothing contained herein, however, is intended to diminish the rights of Grantee, its successors or assigns to pursue any liability of owners in the chain of title to the Property prior to Grantor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the 4th day of June, 2009, but to be effective as of the 4th day of June, 2009.

GRANTOR:

LONE STAR STEAKHOUSE & SALOON
OF MISSISSIPPI, INC.,
a Mississippi corporation

By: Marc L. Lipshy
Name: Marc L. Lipshy
Title: Vice President

STATE OF TEXAS
COUNTY OF DALLAS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of June, 2009, within my jurisdiction, the within named Marc L. Lipshy, who acknowledged that he is the Vice President of LONE STAR STEAKHOUSE & SALOON OF MISSISSIPPI, INC., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

Jonnie L. Callahan
Notary Public

My Commission Expires: 12-23-2010



EXHIBIT A

Legal Description

Parcel 1: Lot 1 of Southaven Towne Center Subdivision in Section 36, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown upon the subdivision plat entitled "Revision One, Lots 1 thru 14 and 16 thru 17, Southaven Towne Center, Zoned C4", prepared by Southern States Survey, Inc., dated February 11, 2005, recorded in plat Book 91 at pages 6 & 7 in the office of the Chancery Clerk, DeSoto County, Mississippi.

AND ALSO:

Parcel 2: TOGETHER WITH NON-EXCLUSIVE EASEMENTS for ingress, egress, and drainage granted in Amended and Restated Operating Agreement recorded in Book 501 at Page 391.

Parcel 3: TOGETHER WITH NON-EXCLUSIVE EASEMENTS for access, ingress, egress, and easement to connect with and use utility and drainage systems, contained in Easements and Restrictions Agreement, dated March 1, 2005, recorded March 2, 2005 in Book 493 at Page 560.

ADDRESS FOR GRANTOR:	ADDRESS FOR GRANTEE:
2711 N. Haskell Avenue, Suite 1800 Dallas, Texas 75204 Attn: Legal Department (214) 754-8400	2711 N. Haskell Avenue, Suite 1800 Dallas, Texas 75204 Attn: Legal Department (214) 754-8400